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 **COPY**

LABOR AGREEMENT

BETWEEN

VILLAGE OF PIERMONT

AND

ROCKLAND COUNTY PATROLMEN'S

BENEVOLENT ASSOCIATION, INC.

FOR

PIERMONT POLICE DEPARTMENT

EFFECTIVE JUNE 1 2005 TO MAY 31, 2008

RECEIVED

JAN 08 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement, made the 22nd day of June, 2006 between the Village Board of the Village of Piermont, a municipal corporation of the State of New York with its office and principal place of business at Village Hall, 478 Piermont Avenue, Piermont, New York, hereinafter sometimes referred to as the "Village", and the Rockland County Patrolmen's Benevolent Association, Inc. with its principal address at 500 Bradley Hill Road, Blauvelt, New York 10913, hereinafter sometimes referred to as the "Association".

WHEREAS, The Village Board of the Village of Piermont recognizes the Rockland County Patrolmen's Benevolent Association, Inc., as the exclusive bargaining agent for the members of the Piermont Police Department, below the rank of Chief.

WHEREAS, the negotiating committee designated by the Village and the negotiating committee designated by the Association met and conducted negotiations; and

WHEREAS, the agreement proposed by the negotiating committee has been accepted by the Association and by the Village Board of the Trustees of the Village of Piermont; now therefore,

In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE ONE**ASSOCIATION RIGHTS**

a. The Village Board of the Village of Piermont hereby recognizes the Rockland County Patrolmen's Benevolent Association, Inc. as the exclusive bargaining agent for all uniformed police officers employed by the Village of Piermont. The term "uniformed" police officers, as used in this contract, shall not be construed to exclude any officers, if any, assigned to plainclothes duty.

b. The Association shall represent all of the uniformed police officers in the Piermont Police Department in negotiations and in settlement of grievances.

c. The rights herein accorded to the Rockland County Patrolmen's Benevolent Association shall be unchallenged for the longest period allowed by law.

All employees during the term of this Agreement shall be entitled to and receive the following:

ARTICLE TWO**HEALTH AND DENTAL INSURANCE**

The Village will provide at its own cost and expense and without cost to the active employees, hospital and medical insurance in accordance with the State-Wide Plan adopted by the Village for the employees. It is understood and agreed that dependents are included in this insurance program.

The Village will provide for all retired employees and their dependents, with ten (10) years continuous service with the Village, fifty percent (50%) of the cost and expense of hospital and medical insurance or a percentage established by the State-Wide Plan adopted by the Village for active employees, whichever percentage is greater. Notwithstanding the foregoing, employees who

retire due to a job-related disability shall be entitled to have the Village provide full hospital and medical benefits upon retirement, whether or not the employee has ten (10) years of continuous service with the Village.

Notwithstanding the foregoing, the Village will provide, for any employee who has twenty (20) years of service, as of the execution of this Agreement, one hundred percent (100%) of the cost and expense of hospital and medical insurance in accordance with the Statewide Plan, for the retired employee and his/her dependents, during his/her retirement.

The Village shall pay not more than \$900 per unit member for the purpose of providing an enhanced Blue Cross/Blue Shield Progressive Dental plan. Additionally, each officer will be entitled to have the Village provide a policy covering both the employee and his/her dependents; however, employees who choose dependent coverage will be obligated to reimburse the Village for fifty percent (50%) of the additional cost of providing coverage for his/her dependents.

Effective June 1, 2007, employees may opt out of the Village's health insurance program in whole or in part for periods of a full fiscal year by completing the appropriate form furnished by the Village.

An employee opting out the Village's health insurance program in whole or in part shall be paid 50% of the premium savings, provided the employee maintains the employee's waiver (remains out) for a full fiscal year. Payments shall be subject to all usual payroll deductions and shall be made during the first payroll period in the following June.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year, with the provisions of this section taking effect on June 1. Once a waiver form has been filed with the Village, the waiver shall continue to be in effect from year to year thereafter

until the employee elects to reenroll, and the employee shall be entitled to the applicable payment for waiver for each full fiscal year the waiver is in effect.

It is understood that once an employee has waived coverage for a particular fiscal year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source consistent with the rules and regulations of the Village's flexible spending plan and applicable regulations. Emergency shall include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

Reinstatement of coverage for the succeeding year may be made by notifying the Village in writing no later than April 30 to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph, but the reinstatement shall be subject to whatever requirements or deadlines are imposed by the Village's carrier(s).

In the event that the IRS or a court of competent jurisdiction finally determines that employees not receiving this health insurance declination bonus must declare the value of the bonus not taken as taxable income, then the parties shall immediately meet to attempt to modify this provision in a manner that will permit the reinstitution of tax-free status. In the event that this is not possible on terms agreeable to both parties, then this provision and the provision regarding the flexible spending plan shall both be declared null and void on the earliest date permitted by law.

ARTICLE THREE

VACATION

Each employee shall be entitled to the following vacation credits:

<u>YEARS OF SERVICE</u>	<u>VACATION CREDITS</u>
0-1 Year	10 days
Over 1 Yr. - 5 Yrs.	15 days
Over 5 Yrs. - 8 Yrs.	20 days
Over 8 Yrs. - 14 Yrs.	25 days
Over 14 Yrs. - 25 Yrs.	30 days

Effective June 1, 2000, for the purpose of calculating vacation credits, "years of service" shall include all prior full-time sworn police service in New York State.

The Chief of Police shall have full discretion in determining when such vacation or portions thereof may be taken.

The Chief of Police shall establish the vacation schedule of the department for the ensuing year as soon as may be practicable after December 31 of any year. Allocation of this time off shall be directly related to the workload of the department and no vacation period shall be allowed at any time which will prevent the department from performing its necessary functions. It is understood and agreed that years of service shall be based on the anniversary date of the employee when he/she commenced work.

At the time of termination of employment, an employee will be paid accrued vacation time to the date of termination of employment.

An employee may receive payment in any fiscal year for up to ten (10) unused vacation days if the employee submits a request in writing to the Village Clerk on at least one payroll period's notice.

ARTICLE FOUR

HOLIDAYS

All employees shall be entitled to the following paid holidays or days celebrated as such: a. New Year's Day, b. Labor Day c. Lincoln's Birthday, d. Washington's Birthday, e. Memorial Day, f. Columbus Day, g. Independence Day, h. Election Day, i. Veteran's Day, j. Thanksgiving Day, k. Christmas, l. Martin Luther King Jr. Day, and m. Good Friday. In the event, however, that an employee shall work on any of the above aforementioned holidays, the employees shall be entitled to a day's pay at straight time or compensatory time off. In the event, however, that compensatory time is taken, it shall be at the discretion of the Chief of Police.

ARTICLE FIVE

OVERTIME

The Village agrees to pay overtime compensation at time and one-half of the hourly salary for each hour of overtime worked. In the event that an employee's tour is changed without at least forty-eight (48) hours prior notification, the employee will be compensated at the rate of time and one half the hourly salary for each hour worked during that shift.

ARTICLE SIX

SICK LEAVE

All employees shall accrue sick leave in accordance with the following schedule:

Sick leave with pay is a privilege rather than a right of the employee.

a. Sick leave shall be authorized in the event of an illness or other physical disability of the employee up to a maximum of twenty-four (24) days in one calendar year or the extent of accumulated sick leave credits. An employee may also use up to five (5) sick leave days per year in the event of the illness of a member of his/her family.

b. An employee shall earn sick leave credits at the rate of one and two (2) working days per completed month of continuous service.

c. Unused sick leave credits may be accumulated up to a maximum of 220 working days. Sick leave credits may be used in hour units or any multiple thereof, but not less than four (4) hours (one half day).

d. The employee is responsible for notifying his/her superior each time sick leave is taken and the reason therefore. Advance notification shall be given no later than one half-hour after the employee's normal time for reporting for work.

e. Before absence for personal illness or disability may be charged against accumulated sick leave credits, the appointing authority or Police Chief may require such proof of illness or disability as it may deem satisfactory, or may require the employee to be examined, at the expense of the Village, by the Police Surgeon or by a physician designated by the appointing authority.

f. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was such as not to justify absence from work, or any other abuse of sick leave privilege shall be a cause for disciplinary action.

g. The Chief of Police or officer in charge may require an employee who has been absent because of personal illness or disability, prior to and as a condition of his/her return to

work, to be examined, at the expense of the Village by the Police Surgeon or by a physician designated by the appointing authority, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety or the health and safety of other employees.

h. At the time of retirement or death of an employee, or in the event the Department is abolished, the employee or his/her beneficiary shall, in addition to all other benefits, be paid for all unused accumulated sick leave credits up to 135 days at 100% of the employee's rate of pay at the time of such retirement, death or abolishment.

i. Sick Leave Incentive. For those employees actively employed for the succeeding 12 month period (e.g., not on any leaves of absence, including GML 207-c, workers' comp., military leave, FMLA, etc.), if the employee uses 0 sick leave hours during the period June 1 through May 31 he/she shall receive a cash bonus of \$1,000; if the employee uses between 1 and 8 sick leave hours during that period: he/she shall receive a cash bonus of \$500; if the employee uses between 9 and 16 sick leave hours during that period: he/she shall receive a cash bonus of \$250. The bonus shall be paid during the following June.

ARTICLE SEVEN

PERSONAL LEAVE

1. Personal leave is leave with pay for personal business, including religious observance and funerals for members of the immediate family (which shall include mother-in-law, and father-in-law), without charge against accumulated vacation or sick leave. All employees are entitled to a total not to exceed seven (7) days in any year.

2. Personal leave days are credited to the employee on the 1st of each fiscal year, and any personal leave unused prior to that date is canceled.

3. Personal leave credits can be used in units of not less than four (4) hours (one half day).

4. Personal leave may be taken only with prior approval of the Chief of Police. However, employees need not indicate their reasons for using this time.

5. Unused personal leave cannot be liquidated in cash at time of separation, death or retirement.

6. Temporary, summer or part time employees do not accrue any sick leave, personal leave or vacation time. Any time off is to be deducted from their salary.

ARTICLE EIGHT

BEREAVEMENT LEAVE

An employee is entitled to leave with pay for a period of three (3) days for each death of a member of his/her immediate family. The term "immediate family" shall include the employee's spouse, the employee's or his/her spouse's parent, grandparent, child, grandchild, brother or sister. The Chief of Police shall have the discretion of granting bereavement leave for other relatives or members of the employee's household. Bereavement leave shall be in addition to all other leaves granted under the contract.

ARTICLE NINE**SALARY****A. Base Salary Schedule.**

The wage scale for all employees will be in accordance with the Schedule attached hereto marked Schedule "A".

B. Longevity.

In addition to the wage provisions in the said schedule, after an employee has completed three years of service and on the subsequent three year anniversary date, so long as the employee shall continue in the employ of the Village, he/she shall be entitled to an increment in the amount of six hundred (\$600.00) dollars on each such increment date. Effective June 1, 2001, for the purpose of calculating longevity, "years of service" shall include all prior full-time sworn police service in New York State.

C. Detective Differential.

Effective June 1, 2005, an employee designated as detective shall receive a differential, which shall be pro rated for time served in the assignment, of 2.5% above first grade police officer salary. Effective June 1, 2006, the differential shall be increased to 5% above first grade police officer salary. Effective June 1, 2007, the differential shall be increased to 7.5% above first grade police officer salary.

D. Night Shift Differential.

Effective June 1, 2007, employees regularly assigned to work the steady 12:00 a.m. to 8:00 a.m. tour of duty, or an employee assigned to work in relief of an employee regularly assigned to work that tour of duty, shall receive a prorated shift differential of five percent of base salary

based on time actually worked in the assignment.

ARTICLE TEN

NO STRIKE

The Association agrees that no employee shall engage in a strike and that the Association shall in no manner, cause, instigate, encourage or condone a strike by any employee. A violation of this provision shall be punished in accordance with the provisions of the Public Employee's Fair Employment Act as embodied in and being Article 14 of the Civil Service Law of the State of New York and as from time to time amended.

ARTICLE ELEVEN

NEGOTIATING COMMITTEE

The parties agree to appoint a negotiating committee to represent each of them during the term of this Agreement. In the event a member of the PBA negotiating committee is scheduled to work a tour of duty when a negotiation session is scheduled, that member shall be permitted to attend the negotiation session.

ARTICLE TWELVE

UNIFORMS

Each employee shall be provided with uniforms and any replacements at the Village's expense. The Village will provide at its own expense uniform cleaning for all employees.

ARTICLE THIRTEEN**BILL OF RIGHTS**

The following provisions, which shall be known as a Bill of Rights, are hereby established for employees in connection with an official investigation.

1. Employees of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of this municipality.

2. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

3. The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Village Board and Chief of Police. In administering the department, the law empowers the Village Board to appoint numerous superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.

4. The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. From these contacts and relationships come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

a. The interrogation of a member of the force shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the situation dictate otherwise. If any time is lost, the employee shall be compensated.

b. The employee shall be informed of the rank and name of the interrogating officer in charge of the investigation and all persons present during the interrogation. If an employee is directed to leave his/her post and report for interrogation to another post, his/her superior shall be promptly notified of his whereabouts.

c. The interrogation shall take place at a location designated by the investigating officer.

d. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The employee will be also provided sufficient information to reasonably apprise him/her of the nature of the allegations. If it is known that the employee is being interrogated as a witness only, he/she should be so informed at the initial contact.

e. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, and telephone calls and rests periods as are reasonably necessary.

f. The employee who is being questioned by his/her superiors shall be afforded the opportunity to consult with counsel before being questioned concerning any violations of the Rules and Regulations, provided the interrogation is not unreasonably delayed. Unless exigent circumstances exist, the employee shall be entitled to postpone the interrogation for the purposes of obtaining counsel or representation from the Association and shall be entitled to a postponement up until the end of the next business day.

g. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary action. No promise of reward shall be made as an inducement to answering questions.

ARTICLE FOURTEEN

LIFE INSURANCE

The Village will provide at its own cost and expense life insurance to each employee in an amount which shall equal at all times at least two times the annual salary of the employee, subject to a maximum coverage of \$100,000 for any employee. This insurance shall provide for double indemnity for accidental death or dismemberment.

ARTICLE FIFTEEN

AGENCY SHOP FEE DEDUCTION

The Village agrees to deduct from the salary of all employees who are not members of the Association an amount equivalent to the amount of dues payable to the Association and to deduct from the salaries of all employees who are members of the Association the amount of dues payable to the Association. The agency shop fee deduction shall be made in accordance with the provisions of Article 14 of the Civil Service Law.

ARTICLE SIXTEEN

GRIEVANCE PROCEDURE

In order to maintain a harmonious and cooperative relationship between the Village and the employees, it is hereby declared to be the policy of the Village and of the following procedure to provide for the settlement of differences through orderly grievance procedure, free from coercion, interference, restraint, discrimination or reprisal. All of the provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

Basic Standard and Principles

1. Every grievance shall be presented in accordance with the procedures prescribed hereunder. A grievance shall mean any claim, violation, misinterpretation, or inequitable application of this agreement or of laws, rules or procedures, regulations, administrative orders, or work rules in the Village or Piermont Police Department.

2. Grievances involving more than one (1) employee (Group Grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. These employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

3. The informal resolution of differences prior to initiation of action under formal grievance procedure is encouraged and shall be the rule rather than the exception.

4. Employees are expected to exhaust every administrative device to settle amicably all differences of opinion. The employee must initiate an action under this procedure within one hundred twenty (120) calendar days after he/she knew of the occurrence of the alleged grievance. In the interest of uniform procedure and to expedite handling, an employee shall present his/her problem or any grievance through the regular supervisory channels in the following order:

The employee shall request an interview with his/her immediate supervisor. The immediate supervisor in this case shall be deemed to be the Chief of Police. The Chief of Police shall, within three (3) working days, hold an informal discussion with the employee and shall make every attempt to arrive at an amicable settlement of the grievance. In the event that the Chief of Police is unable to effect an amicable disposition of the grievance within ten (10) days, the matter shall be referred to the Village Board. The Village Board shall sit as a grievance board for all grievances which are referred to them hereunder. All grievances and hearings thereon

which are referred to the Village Board shall be conducted in an informal manner and the Village Board shall set a date with all possible haste to hear and resolve such grievance within thirty (30) days and time shall be of the essence.

5. If the Village Board is unable to satisfactorily resolve the grievance within thirty (30) days of the referral of the grievance to the Board, the Village or the Association may submit the grievance to arbitration through the Public Employment Relations Board and subject to its rules and regulations concerning the selection of an arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Costs of the arbitrator shall be borne equally by both sides.

ARTICLE SEVENTEEN

TUITION REIMBURSEMENT

The Village will pay seventy five percent (75%) of tuition costs for undergraduate courses and, effective June 1, 2006, 50% of the tuition costs for graduate courses, relating to police work or fulfilling criminal justice degree requirements upon the employee receiving a passing grade.

All courses will be taken by the employee during his/her off duty hours at a State University of New York college, a City University of New York College or any other institute of higher learning located in the Counties of Rockland, Orange, or Westchester in the State of New York or Bergen County in the State of New Jersey.

ARTICLE EIGHTEEN

OPTICAL ALLOWANCE

Each employee will be entitled to two hundred (\$200.00) dollars per year for the cost

of an optical examination and/or the cost of purchasing or repairing eyeglasses or contact lenses, at the employee's option, for the employee and/or any of his/her dependents.

ARTICLE NINETEEN

PERSONNEL FILES AND INFORMATION

No record, report or any information shall be placed in an employee's personnel file unless the employee has previously been given a copy of such material. The employee shall, within 30 calendar days following notice of the placement of the material in the file, have the right to submit a written response, concerning such material, and any such response must be attached to the Village's material and kept as part of such personnel file. Additionally, an employee may file a grievance, pursuant to Article 16 of this contract, to seek removal of any such material, or other appropriate remedy. The Village agrees to instruct its agents and/or employees that no information from the personnel files may be released to any member of the public without a Court Order, the employee's consent or when the Village is required by applicable law. The Village agrees that it will not release the home addresses and/or home phone numbers of any member of the Piermont Police Department without the employee's consent, or as is required by Court Order.

The Village also agrees to remove any material from the employee's personnel file, which the employee reasonably deems unfavorable or critical, after a period of eighteen (18) months.

ARTICLE TWENTY

SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE TWENTY-ONE**PAST PRACTICE**

It is expressly understood and agreed that no generalized benefit previously enjoyed by the unit or any of its members shall be limited solely by the execution of this Agreement and the parties agree that this contract shall be interpreted in accordance with the practices and policies utilized by the parties in the interpretation of prior agreements.

ARTICLE TWENTY-TWO**WORK SCHEDULE**

No member shall be assigned to work more than 243 days in any calendar year.

ARTICLE TWENTY-THREE**TERM OF CONTRACT**

This contract shall be effective from June 1, 2005 until May 31, 2008, or until a new agreement is negotiated or determined pursuant to the Civil Service Law. Unless otherwise provided herein, all provisions of this contract are retroactive to June 1, 2005.

The Village agrees to pay all retroactive compensation due under this Agreement to each employee within thirty (30) days of ratification by the Village Board.

ARTICLE TWENTY-FOUR**STATUTORY PROVISION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION

OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE TWENTY-FIVE

RETIREMENT

The Village has adopted the provisions of RSSL § 384-e..

ARTICLE TWENTY-SIX

GENERAL MUNICIPAL LAW SECTION 207-c

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-c of the General Municipal Law ("GML 207-c"). It shall operate as a waiver of any other procedural rights the Village or the PBA and/or its members may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits under GML Section 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge an arbitration award, as provided herein, pursuant to C.P.L.R. Article 75. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the

preexisting provision of this procedure.

II. APPLICATION FOR BENEFITS

1. Members shall, within 72 hours of the occurrence, or within 72 hours of when the Member should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") shall be made on the attached Employee Injury Report form.

2. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, a Member's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the Member's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met within 72 hours of the Member's ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the PBA or a member of the Member's immediate family may file the application on the Member's behalf, provided same is accomplished on a timely basis.

3. In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

III. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee ("the Chief") shall have exclusive authority to initially determine the Member's eligibility for benefits under GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.
2. After filing the application, the Member shall submit to one or more medical examinations or inspections ("examinations") as provided by law. The Member shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief and the Village Board's Office and designated physician all reports, data, records and other information related to the Member's injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.
3. The Member shall, along with the application for GML 207-c benefits complete, sign and submit to the Village any medical release forms requested by the Village, utilizing a new "Employee Medical Waiver" form, a copy of which is attached hereto.
4. The Member shall fully cooperate with the Village's designated physician. This shall include, but not be limited to, forwarding to the Village's designated physician all reports, data, records and other information related to the Member's injury.
5. Any reports submitted by either the Village's designated or the Member's doctor/other health care provider ("health care provider(s)") shall include the following

information: (a) the exact date(s) that the health care provider examined the Member regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the Member cannot perform, and for how long; and (g) whether any or all of the duties the Member cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and which is relevant to the report may result in the health care provider's report being disregarded by the Village or the Arbitrator.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged to sick leave or GML 207-c leave based on the Village's preliminary determination at the time the injury report is submitted. The Village shall forward a written copy of its preliminary determination to the Member.

7. The Chief shall render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the decision if it is in the negative, and the Village's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, shall be mailed to the Member, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the Member is eligible for GML 207-

c benefits, then the Member shall be so categorized. Any leave previously charged to the Member due to the injury shall then be charged to GML 207-c leave and the Member shall be reccredited with any leave that was previously used in lieu of GML 207-c leave. The Member's GML 207-c benefits shall continue so long as the Member remains eligible.

9. In the event the Member is not satisfied with the Chief's decision and wishes to appeal it, the Member shall file with the Village's Board of Trustees ("the Board") within thirty days of receipt of the decision, or thirty-five days of the date of the decision, whichever is later, a written demand for arbitration on the GML 207-c claim. The Board shall immediately forward a copy of the appeal to the Chief. The demand shall state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the arbitration shall be the Village and the Member. If the Member so requests, a Union representative may attend the hearing as an observer. There shall be a single arbitrator ("the arbitrator") who shall be selected in accordance with the AAA's Voluntary Labor Arbitration Rules. All costs billed by the arbitrator shall be borne equally by the Village and the Member. All other costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts, etc.

10. The arbitrator shall have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-c benefits. He/she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits (see Section III ("INITIAL

APPLICATIONS FOR GML 207-c BENEFITS")) or whether the proceeding presents a different issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY")). The burdens of production, and proof by a preponderance of the evidence, shall be upon the Member, except for hearings involving Section V, where the burdens of production and proof shall be upon the Village.

11. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision and award of the arbitrator shall be final and binding on the parties.

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the Member or the Village alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-c BENEFITS") shall be implemented.

2. The Member shall submit to the Village Board's Office any previously unsubmitted health care provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the health care provider. If such a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was

designated by the Village as a GML 207-c injury, then the application for GML 207-c benefits shall be granted, provided the Chief or arbitrator otherwise finds the Member entitled to GML 207-c benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). If no such relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The Member shall submit to the Village Board's Office any previously unsubmitted health care provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the care provider. Likewise, the Village shall submit to the Member any previously unsubmitted health care provider(s) report(s) upon which the Village intends to rely at the hearing immediately upon receiving same from the care provider.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the Village's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"), that a Member is able to perform all of the duties of his/her position, the Chief may notify the Member of same and/or the proposed termination of his/her GML 207-c benefit. The Chief shall notify the Member by serving a written notice of proposed termination, setting forth the effective date thereof, which shall be not less than two Village working days from the date of the notice, and enclosing a copy of the physician's certification, upon the Member by regular mail and certified mail, return receipt requested.

2. If the Member disagrees with the Chief's decision, he/she shall commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-

c BENEFITS"). The Member shall submit to the Board's Office any previously unsubmitted health care provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the Village shall submit to the Member any previously unsubmitted health care provider(s) report(s) upon which the Village intends to rely at the hearing immediately upon receiving same from the care provider. If the Member submits, together with the appeal, a medical opinion contradicting the medical conclusion(s) of the Village's designated physician, the Member's GML 207-c benefits will be continued. Otherwise, the Member shall be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the Village's notification to the Member and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the Member's accrued leave time, utilizing sick leave first; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the Member and Village and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is adjourned at the request of the Village or the arbitrator, than the 60 day period shall be extended to 90 days. In the event that the Member's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be reccredited to the Member.

VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the PBA or the Village

shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to a Member's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the arbitrator.

3. This procedure shall take effect on April 1, 2003 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based on an injury that allegedly occurred prior to April 1, 2003, the Member shall comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within thirty days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-c based on a pre-_____, 2003 injury shall be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

4. This procedure shall also apply to any proposed change in a Member's utilization of GML 207-c benefits enjoyed as of the date of the adoption of this procedure. Any Member seeking to change his/her sick leave or GML 207-c leave status enjoyed as of the date of the adoption of this procedure must do so pursuant to the procedures outlined in Section II(1) ("APPLICATION FOR BENEFITS") within 30 calendar days of the adoption of this

procedure.

ARTICLE TWENTY-SEVEN

REASONABLE SUSPICION DRUG & ALCOHOL TESTING

The Village shall have the discretion to conduct drug and/or alcohol testing based upon a reasonable suspicion that an employee has used, possessed, sold, delivered or been under the influence of illegal substances and/or drugs and/or alcohol while on duty. The testing of the subject samples shall be done in accordance with Article Twenty-Eight.

ARTICLE TWENTY-EIGHT

RANDOM DRUG TESTING

RANDOM DRUG AND REASONABLE SUSPICION DRUG/ALCOHOL TESTING

The following random drug testing procedure shall be adopted:

A. Policy

It is the policy of the Village to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The parties recognize that the use and possession of such substances constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this article is to formalize a Village policy that prohibits the use, possession, sale, delivery or being under the influence of illegal substances and/or drugs and/or alcohol while on duty.

B. Definitions

1. The term "Drug" shall include controlled substances as defined in Section 220.00(5) of the Penal Law, State of New York, steroids and marihuana, as defined in Section

220.00(6).

2. The term "Drug Abuse" shall include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the Village.

3. The term "Alcohol Abuse" shall be a test result of 0.04 or greater.

4. Random Employee Selection Sheet: A computer-generated list of randomly selected Village members identified by employee I.D. numbers.

5. Computer Control Sheet: A computer generated list of all PBA unit members contained within the random drug/alcohol test data base.

C. Procedure

1. Unit members shall be subject to random drug testing. The member(s) picked will report for testing upon notification if on duty, or on their next working shift.

2. Whenever members obtain information or suspect that another member may be abusing drugs or alcohol, they shall immediately notify the Chief.

3. Refusal to submit. The refusal by a member to submit to a drug or alcohol test or the adulteration of such test by the member pursuant to the provisions of this order may result in immediate suspension and subsequent disciplinary action which may include dismissal from the Village.

4. Testing Procedures

a. Every reasonable effort will be made to maintain employee confidentiality. In order to insure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff. Sample taking will not be

conducted, or otherwise interfered with by the Village or any representative of the member.

Samples will never be handled or tampered with by the Village or any representative of the member. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the individual written consent of the member.

b. Each member being tested shall present his or her shield and identification card at the test location to ensure proper identification.

c. Each member being tested may consult with and be accompanied by a PBA representative, who may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The representative shall be given reasonable advance notice of when such testing will occur so that he or she may attend. However, the collection process shall not be delayed because the representative is unavailable.

d. Prior to testing, each member shall list all medications ingested during the preceding 10 days. The member may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list shall be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the PBA President or designee.

e. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is permitted. This individual shall be a person of the same gender as the member providing the sample.

f. Testing shall be performed by a laboratory licensed or certified by SAMHSA, HHS. Two separate containers supplied by the testing lab shall be prepared by each

member being tested. Each container shall have a code number and date of collection affixed.

The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the member.

g. The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

h. Initial alcohol screening shall be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EST"). The member will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the member states that he/she does not have sufficient air capacity, he/she shall be sent immediately for a medical evaluation for verification of the claim. Absence of verification shall be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the first test result is negative, no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

i. Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

j. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. In order to be defined as a "positive" result, the initial and/or confirmatory

test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

k. Any member whose test results in a positive report may, within five business days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at the licensed/certified laboratory from a list of such laboratories supplied by the Village. The Village will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

l. Selection of members to be selected on a random basis shall be performed by a computer program which will randomly select the employee number of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.

m. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS and witnessed by a representative designated by the Chief as well as a representative designated by the PBA. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

n. The selection process shall not be delayed due to the unavailability of the PBA representative.

o. A member selected will be notified and ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The PBA President will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.

p. Members will not be recalled to duty for random testing on their regularly scheduled days off or if the member is on authorized leave.

q. All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the Chief.

r. A member will be exempt from a drug test if at the time of selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) sickness, (iv) military leave, (v) bereavement leave, or (vi) jury duty.

5. Results of Tests

Members who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the member as they become available. If the member has a drug and alcohol test and intends on introducing the results of such test at his/her disciplinary hearing, the Village will be provided with a copy of the results of the test at no cost and at least 30 days prior to the hearing.

6. Confidentiality

The test results and/or other records released are to be used solely by the Village to carry out its obligations under the drug and alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be assessed by a Village Trustee if designated for that purpose, the Chief, and the attorney for the Village, and/or their designated medical experts, or others authorized by the attorney for the Village for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the Village shall provide written notification to the member listing the records released and to whom the records were released.

7. Positive Test Results

a. All positive test results will be reviewed and verified by a qualified

Medical Review Officer (MRO) designated by the Village. The Medical Review Officer shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the member, who may be accompanied to the interview by an attorney and/or PBA representative, review the member's medical history or review any other relevant biomedical factors. If the MRO objects, the attorney may not sit in during the interview. In such a case, the member may stop the interview at any time for the purpose of consulting the attorney provided that no unreasonable delay results in conducting or continuing the interview. If the member provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the Village.

b. Positive Alcohol Test: Members who test positive for the use of alcohol, after being interviewed by the MRO, shall be relieved of duty. If the BAC test result is less than .1, but .04 or greater, then the non-probationary member will be directly referred to and immediately enrolled in the Employee Assistance Program, as described in Section XXIII, in lieu of any disciplinary action being taken. If the member has a BAC of .1 or greater, has a second positive alcohol test, or is a probationary employee, then the Village has the right to discipline that member up to and including dismissal.

c. Positive Drug Test: Members who test positive for the use of drugs, after being interviewed by the MRO, shall be relieved of duty. The Village retains the right to discipline a member who tests positive for drug use up to and including dismissal. In the sole discretion of the Village, members who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

d. Discipline For Positive Test Results: Subject to the restrictions of this policy, the Village has the right to discipline members who test positive for drug and/or alcohol use.

e. Voluntary Treatment: Members may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. Members who voluntarily seek treatment for substance abuse under the auspices of the EAP shall immediately notify the EAP of their desire to participate in the program. The member and the representative of the EAP shall meet as soon as possible for purposes of discussion on entrance into the program. Any member who has voluntarily sought treatment shall not be subject to any disciplinary action for that reason.

EMPLOYEE ASSISTANCE PLAN

Policy Statement

A. The Employee Assistance Program is provided within the following framework:

1. All records pertaining to the Employee Assistance Program will be kept confidential. No information obtained from or about a member as a result of his or her participation in the Program shall be made available to be used for any purpose unless a "Consent to Release Information" form has been signed by the member and acknowledged.
2. The Village assures that the decision to seek or not seek assistance through the Employee Assistance Program will in no way be detrimental to a member's job security or advancement opportunities.
3. The Village's sole interest in personal concerns is strictly limited to the effect of the problems on a member's work performance standards.
4. It is the responsibility of the member to meet acceptable work performance

standards.

5. It is the responsibility of the member's supervisors to implement this Policy by advising the member of situations in which they have reason to believe that a referral to an EAP may be appropriate to address issues of concern to the Village. This Program will not be used for disciplinary action of any kind against the member.

6. Sick leave or salary continuance will be provided in accordance with the existing collective bargaining agreement between the Village and the PBA.

ARTICLE TWENTY NINE

FLEXIBLE SPENDING PLAN

An Internal Revenue Code Section 125 flexible spending plan related to health insurance only shall be implemented by the Village as soon as practicable after the complete ratification/approval of the 2005-2008 Agreement. It is understood that, before the plan is utilized by a particular employee, the employee shall first agree in writing to indemnify and save the Village harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the Village for the purposes of complying with this Article.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and the year first above written.

ATTEST:

VILLAGE OF PIERMONT


Maura Chisart

BY:

Edward Traynor
EDWARD TRAYNOR, MAYOR

ATTEST:

ROCKLAND COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.


STEVE O'LEARY, PRESIDENT
PIERMONT P.B.A.

BY: 
CYRIL KERR, PRESIDENT

SCHEDULE "A"**PAY SCALE FOR THE PIERMONT POLICE DEPARTMENT****JUNE 1, 2005 THROUGH MAY 31, 2008**

	<u>6/1/05</u>	<u>12/1/05</u>	<u>6/1/06</u>	<u>12/1/06</u>	<u>6/1/07</u>	<u>12/1/07</u>
Fifth Grade	\$50,500	\$51,763	\$52,798	\$54,118	\$55,200	\$56,580
Fourth Grade	\$61,734	\$63,278	\$64,544	\$66,157	\$67,480	\$69,167
Third Grade	\$72,659	\$74,475	\$75,965	\$77,864	\$79,421	\$81,407
Second Grade	\$76,103	\$78,006	\$79,566	\$81,555	\$83,186	\$85,266
First Grade	\$86,597	\$88,762	\$90,537	\$92,801	\$94,657	\$97,023
Sergeant	\$99,589	\$102,078	\$104,120	\$106,723	\$108,857	\$111,579
Detective	\$88,762	\$90,981	\$95,064	\$97,440	\$101,756	\$104,300

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